

# TAFT, STETTINIUS & HOLLISTER

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D SCOTT GURNEY  
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TY M VOTAW  
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M BRADFORD SANDERS  
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E E STEINER

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FRANK H STEWART  
JAMES J RYAN  
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JEROLD A FINK  
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G JACK DONSON JR  
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W STUART DORNETTE  
FRANCIS V GUDORF  
EDWARD D DILLER  
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STEVEN W WEEKS  
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MARGARET AVRIL LAWSON

OF COUNSEL JOHN W HUDSON  
J MACK SWIGERT  
LEONARD A WEAKLEY  
ROBERT TAFT JR  
ROBERT T KEELER  
CYNTHIA F BLANK

January 14, 1991

WASHINGTON D C OFFICE  
\* COLUMBUS, OHIO OFFICE  
\* COVINGTON, KENTUCKY OFFICE

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED**

Mr. Sydney L. Strickland  
Secretary  
Interstate Commerce Commission  
12th Street & Constitution  
Avenue, N.W.  
Washington, D.C. 20423

17203 1-017A000  
JAN 17 1991 -9 40 AM  
INTERSTATE COMMERCE COMMISSION

Dear Mr. Strickland:

I have enclosed herewith an original and one copy of the document described below, to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code.

This document is a Railroad Equipment Lease, a primary document, dated August 31, 1990.

The names and addresses of the parties to the document are as follows:

LESSOR: The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202

LESSEE: Union Pacific Railroad Company  
1416 Dodge Street  
Omaha, Nebraska 68179

The equipment covered by the enclosed document is seventy four (74) gondolas bearing the reporting marks set forth in Schedule A hereto.

Mr. Sydney L. Strickland  
January 14, 1991  
Page 2

A fee of \$15.00 is enclosed. Please return the original  
executed copy of the enclosed document to:

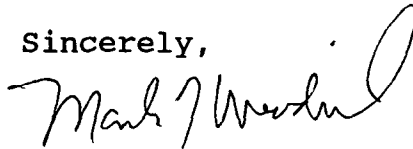
Mark J. Weadick, Esq.  
Taft, Stettinius & Hollister  
1800 Star Bank Center  
Cincinnati, Ohio 45202

A short summary of the document to appear in the index  
follows:

Railroad Equipment Lease between The David J.  
Joseph Company, 300 Pike Street, Cincinnati, Ohio  
45202 and Union Pacific Railroad Company, 1416  
Dodge Street, Omaha, Nebraska 68179 dated as of  
August 31, 1990 and covering seventy four (74)  
Thrall built, 4,000 cubic foot rotary, coupled  
gondolas.

Please call me if you should have any questions.

Sincerely,



Mark J. Weadick  
Attorney for  
The David J. Joseph Company

MJW/kdp  
Enclosure

Schedule A

OLD NUMBER

NEW NUMBER

LEF 4500 through 4505

CHTT 4500 through 4505

LEF 4507 through 4574

CHTT 4507 through 4574

JAN 17 1991 -9 40 AM

RAILROAD EQUIPMENT LEASE INTERSTATE COMMERCE COMMISSION

THIS RAILROAD EQUIPMENT LEASE (the "Lease"), dated as of the 31 day of August, 1990, is made and entered into by and between The David J. Joseph Company, a Delaware corporation (hereinafter referred to as "Lessor") and Union Pacific Railroad Company, a Utah corporation (hereinafter referred to as "Lessee").

WHEREAS, Lessee desires to lease from Lessor and Lessor desires to lease to Lessee all of the items of equipment specified in Exhibit A attached hereto (hereinafter collectively referred to as the "Units" and singularly referred to as "Unit") on the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements set forth herein, the parties hereby agree as follows:

**1. Lease of Units.** Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the Units for the period (the "Term") commencing on the earlier of (the "Commencement Date"): (i) September 12, 1990, or (ii) the date upon which Lessee accepts or uses the Units, or any Unit, as provided in Section 3 below; and ending on the last day of the sixtieth month following the Commencement Date (the "Termination Date").

**2. Base Rental.** Lessee agrees to pay to Lessor the amount of rent specified in Exhibit B attached hereto (the "Base Rental") in advance on the first day of each calendar month during the Term. The Lessee shall also pay, as additional rent, all such other sums of money as shall become due and payable by Lessee to Lessor under this Lease (the Base Rental and any additional rent due hereunder are sometimes hereinafter referred to as "Gross Rental"). If the Commencement Date is not the first day of the month, a pro-rated monthly installment shall be paid at the then current rate for the fractional month during which the Commencement Date occurs, such installment or installments so pro-rated shall be paid in advance on or before the Commencement Date. Lessee shall not be entitled to any abatement of Gross Rental, reduction thereof or setoff against Gross Rental, it being the intention of the parties hereto that Gross Rental shall continue to be payable in all events in the manner and at the times herein provided unless the obligation to pay the same shall be terminated pursuant to the express provisions of this Lease. All past due installments of Gross Rental shall bear interest from date due until paid at the rate of twelve percent (12%) per annum.

3. **Delivery and Acceptance of Units.** Lessor will cause each Unit to be tendered to the Lessee at such point or points as are set forth on Exhibit C attached hereto. Within ten (10) days of such tender, Lessee will cause its authorized inspectors or representatives to inspect the Units, and if such Units are found to be in good operating order and repair, to accept delivery of such Units (or so many of such Units as are acceptable to Lessee) and to execute and deliver to the Lessor a certificate in the form of Exhibit D hereto, and such Lessee's certificate shall be absolutely binding upon Lessee. If any Unit is not deemed by Lessee to be in good operating order and repair, Lessee shall so notify Lessor in a writing that specifies the nature of the defect in the Unit, and Lessor, at its option, may either (i) repair such Unit; (ii) substitute a piece of equipment that is substantially similar to the defective Unit; or (iii) delete the defective Unit. If Lessee has not notified Lessor of any defect in any Unit within ten (10) days of the date such Unit was tendered by Lessor, or if Lessee uses any Unit prior to delivering a Lessee's certificate of acceptance with respect thereto, ten (10) days after such tender or on the date such Unit is used by Lessee, as the case may be, such Unit or Units shall be conclusively deemed to be accepted by Lessee and to conform in all respects with the standards of condition and repair set forth in this Lease.

#### 4. **Maintenance and Repairs.**

(a) Except as otherwise provided herein, Lessee shall be required to preserve the Units in good operating condition while the Units are on Lessee's trackage. All repairs, whether on or off Lessee's trackage shall be performed at Lessor's expense, except that Lessee shall assume the cost of and pay for any damage to a Unit which is caused by cornering, sideswiping, derailment, improper loading or unloading, unfair usage or similar occurrences while under this lease.

(b) It is the intent of this Lease Agreement that Lessor shall have all the rights and obligations of an owner of the Units (including but not limited to inspection, maintenance and repair obligations), except for any rights reserved or given to Lessee herein. Lessee shall have the right to effect all repairs necessary to maintain the Units in good working order in compliance with all pertinent rules, regulations and agreements at Lessor's expense without Lessor's prior consent; provided however, that any repairs in excess of the limits provided by Rule 108 of the AAR Rules of Interchange, must have Lessor's prior consent. Lessor shall have the right, but not the obligation, to conduct such preventative maintenance programs as Lessor deems necessary. Lessee will provide freight and switching services to and from any shop of Lessor's choosing on Lessee's tracks at no cost to Lessor. Lessor will undertake such programs on a rotation basis and in a manner which minimizes the interruptions of service to Lessee.

(c) Lessee shall not make any alteration, improvement or addition to any Unit without the prior written consent of Lessor thereto.

(d) Lessee shall pass through to Lessor any settlement received by it as a result of any loss or destruction of a Unit occurring while on the trackage of others. All settlements for loss or destruction of any Unit occurring on or off Lessee's property shall be in accordance with and on at least as favorable terms as those set forth in the Field Manual of the AAR Interchange Rules.

(e) Lessee shall promptly notify Lessor of the location and condition of any Unit which has been substantially damaged or destroyed and shall thereafter continue to give Lessor any additional information which the Lessor has a need to obtain about such Unit.

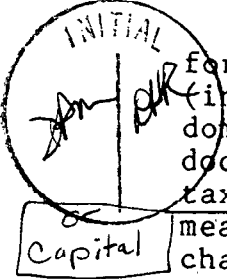
(f) Notwithstanding anything herein contained, Lessor may notify Lessee that it is withdrawing from this Agreement any Unit which in the opinion of Lessor has been destroyed, damaged or needs repairs in excess of its economic value, whereupon this Agreement will terminate as to such withdrawn Unit; provided, however, Lessor may, with Lessee's consent, substitute a Unit of like specifications, for such withdrawn Unit, in which case all of the terms and conditions of this Agreement shall apply to the substituted Unit.

**5. Disclaimer of Warranties.** Lessor hereby expressly disclaims and makes to Lessee no warranty or representation, expressed or implied, as to the condition of the Units or of merchantability or fitness for any particular purpose or otherwise. Lessor is not responsible or liable for any direct, indirect, incidental or consequential damage to or losses resulting from the installation, operation or use of the Units or any Unit. Lessee's acceptance of delivery of the Units shall be conclusive evidence as between Lessor and Lessee, that each Unit described in any Lessee's certificate sent pursuant to Section 3 above, or that each such Unit deemed accepted by Lessee pursuant to Section 3, is in all of the foregoing respects satisfactory to the Lessee.

**6. Use of the Units.** Lessee agrees, for the benefit of Lessor, to use the Units predominately in the United States and to comply in all respects with all laws of the jurisdictions in which operations involving any Unit subject to this Lease may extend, and with the Interchange Rules of the Association of American Railroads.

**7. Filings and Marks.** Lessee agrees to prepare and deliver to Lessor within a reasonable time prior to the required date of filing (or, to the extent permissible, file on behalf of, and furnish a copy to, Lessor) any and all reports required to be filed by Lessor, provided Lessor shall be responsible for filing this Lease with the Interstate Commerce Commission pursuant to 49 U.S.C. Sec. 11303. As soon as practicable after Lease Commencement date but in any event within 90 days, at Lessee's expense, Lessee will have each Unit stencilled and cause each Unit to be kept numbered

with its identifying number as set forth in Exhibit A hereto, and will stencil and keep and maintain, plainly, distinctly, permanently and conspicuously marked on each side of each Unit, in letters not less than one inch in height, the following words: "Owned by The David J. Joseph Company", or other appropriate words designated by Lessor. Lessee will not place any of the Units in operation until such words have been so marked on both sides thereof and will replace promptly any such words which may be removed, defaced or destroyed. Lessee will not change, or permit to be changed, the reporting marks on any Unit, except in accordance with a statement of new reporting marks to be submitted therefor which previously shall have been filed with Lessor by the Lessee and filed in all public offices where this Lease will have been filed.

**8. Taxes and Other Assessments.** Lessee shall be responsible for, and shall indemnify and hold Lessor harmless from, all taxes (including, without limitation, sales, use, excise, import, domestication, personal property, ad valorem, withholding, stamp, documentary and other taxes, and excluding only any federal income taxes of Lessor or any ~~state~~ tax imposed upon or measured by ~~the~~ income of Lessor), license fees, assessments, charges, duties, fines and penalties, currently or hereafter levied or imposed by any state, local, federal or foreign authority (all such expenses, taxes, license fees, assessments, charges, fines, penalties, being hereinafter called "Assessments") upon or in connection with or measured by this Lease or imposed upon the Units or for the possession, rental, shipment, delivery, use or operation thereof or on the earnings arising therefrom (except as provided above), all of which Assessments Lessee assumes and agrees to pay on demand as additional rent hereunder.

**9. Indemnification.** Except as otherwise provided in this Lease, Lessee assumes liability for, and hereby agrees to indemnify, protect and keep harmless Lessor, its employees, agents, successors and assigns from and against any and all liabilities, obligations, losses, damages, injuries, claims, demands, penalties, actions, costs and expenses, including reasonable attorney's fees, of whatsoever kind and nature, arising out of any breach of this Lease by Lessee, or arising out of the possession, use, condition (including but not limited to, latent and other defects and whether or not discoverable by Lessee or Lessor), operation, selection, delivery, leasing or return of the Units or any Unit, regardless of where, how and by whom operated, and regardless of any failure on the part of Lessor to perform or comply with any conditions of this Lease provided, however, that Lessee shall not be responsible to Lessor for any loss, destruction, or damage to the cars or parts thereof caused solely by the gross negligence or willful misconduct of Lessor. The indemnities and assumptions of liabilities and obligations herein provided for shall continue in full force and effect notwithstanding the expiration or other termination of this Lease.

**10. Lessor's Performance of Lessee's Obligations.** If Lessee shall fail to duly and promptly perform any of its obligations under this Lease with respect to the Units, Lessor shall have the option, but not the obligation, to perform any act or make any payment which Lessor deems necessary for the maintenance and preservation of the Units and Lessor's title thereto, and all sums so paid or incurred by Lessor shall be additional rent under this Lease payable by Lessee to Lessor on demand. The performance of any act or payment by Lessor as aforesaid shall not be deemed a waiver or release of any obligation or default on the part of the Lessee.

**11. Insurance.** Lessee will, at its expense, carry insurance with respect to all of the Units (and the use and operation thereof) at all times in such amounts and with respect to such risks as are described in Exhibit E hereto. Lessee shall from time to time, upon Lessor's request, furnish certificates, policies or endorsements to Lessor as proof of such insurance. The proceeds of any fire, theft and extended coverage insurance with respect to the Units shall be payable solely to Lessor and shall be applied by Lessor in accordance with Section 12 hereof. The proceeds of any public liability or property damage insurance shall be payable first to Lessor to the extent of its liability, if any, and the balance to Lessee. All such insurance shall name Lessor as an additional insured and shall require the insurer to give Lessor ten (10) days prior written notice of any cancellation or modification of such insurance.

**12. Risk of Loss.** Lessee assumes all risk of loss, damage, theft, condemnation or destruction of the Units. Except as provided in this Section 12, no such loss, damage, theft, condemnation or destruction of the Units, or any Unit, in whole or in part, shall impair the obligations of Lessee under this Lease, all of which shall continue in full force and effect. Whenever any Unit shall be or become worn out, lost, stolen, destroyed or damaged, from ordinary use, neglect, abuse, fire, the elements or any other cause whatsoever, or taken or requisitioned by condemnation or otherwise (such occurrences being hereinafter called "Casualty Occurrences") during the Term of this Lease, Lessee shall, promptly after it shall have been determined that such Unit has suffered a Casualty Occurrence, but in any event within thirty (30) days after such Casualty Occurrence, notify Lessor in writing of such Casualty Occurrence. In the event any of the Units suffer a Casualty Occurrence, Lessee, at Lessor's option, shall either (i) place the affected Units in good repair, condition and working order, in which case Lessor shall reimburse Lessee for the cost of such repairs to the extent of the recovery, if any, actually received by Lessor from insurance or otherwise for such Casualty Occurrence; (ii) replace the affected Units with like equipment in good repair, condition and working order, in which case Lessor shall reimburse Lessee for the cost of such replacement to the extent of the recovery, if any, actually received by Lessor



from insurance or otherwise for such Casualty Occurrence; or (iii) pay to Lessor an amount equal to the accrued Gross Rental for such Units to the date of payment plus a sum equal to the settlement value of such Units, as determined pursuant to Rule 107 of the Interchange Rules of the Association of American Railroads. The balance of any recovery received by Lessor from insurance or otherwise for such Casualty Occurrence shall belong solely to Lessor.

**13. Lessee Default.** Lessee shall be in default under this Lease upon the happening of any of the following events or conditions (hereinafter referred to as "Events of Default"): (a) If Lessee fails to pay any sum required to be paid hereunder on or before the due date and such failure continues for a period of ten (10) consecutive days; (b) If Lessee fails at any time to procure or maintain any insurance coverage required by this Lease; (c) If Lessee fails to observe or perform any of the covenants, conditions and agreements on the part of Lessee to be observed or performed and contained herein (other than the payment of any sums required to be paid hereunder and other than the obligation to procure and maintain any insurance coverage required by this Lease) or any schedule or any supplement or rider hereto, and such default shall continue for thirty (30) days after receipt by Lessee of written notice of such default; (d) The appointment of a receiver, trustee or liquidator of Lessee or of a substantial part of its property, or the filing by Lessee of a voluntary petition in bankruptcy or other similar insolvency laws or for reorganization; or (e) If a petition against Lessee in a proceeding under bankruptcy laws or other similar insolvency laws shall be filed and shall not be withdrawn or dismissed within thirty (30) days thereafter.

**14. Lessor's Remedies.** Upon the occurrence of any one or more of the Events of Default specified in Section 13 above, and at any time thereafter (unless such Event of Default shall have been waived in writing by Lessor), Lessor may without any further notice exercise any one or more of the following remedies: (i) Declare all unpaid Gross Rental under this Lease to be immediately due and payable; (ii) Terminate this Lease as to any or all Units without relieving Lessee of any of its obligations hereunder; (iii) Take possession of the Units and for this purpose enter upon any premises of Lessee and remove the Units, without any liability or suit, action or other proceeding by Lessee and without relieving Lessee of any of its obligations hereunder; (iv) Cause Lessee, at its sole expense, to promptly return the Units to Lessor in accordance with the terms and provisions of Section 15 hereof; (v) Proceed by appropriate action either at law or in equity to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof; or (vi) Exercise any other right available to Lessor at law or in equity. No right or remedy conferred on or reserved to Lessor by this Lease shall be exclusive of any other right or remedy herein or by law provided. All rights and remedies of Lessor conferred on Lessor by this Lease

or by law shall be cumulative and in addition to every other right and remedy available to Lessor. No failure on the part of Lessor to exercise and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof unless specifically waived by Lessor in writing; nor shall any single or partial exercise by the Lessor of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy.

**15. Return of Units.** At the expiration of this Lease, or at the direction of Lessor pursuant to Section 14 of this Lease, Lessee shall forthwith deliver possession of the Units to the Lessor. Each Unit returned to the Lessor pursuant to this Section 15 shall (i) be in the same or better operating order, repair and condition as when originally delivered to the Lessee, reasonable wear and tear excepted, and (ii) meet the standards then in effect under the Interchange Rules of the Association of American Railroads, the Interstate Commerce Commission, the Department of Transportation, and any other legislative, administrative, judicial, regulatory or governmental body having jurisdiction in the matter. For the purpose of delivering possession of the Units to the Lessor as above required, Lessee shall, at its own cost, expense and risk: (a) Place the Units upon such storage tracks of Lessee as Lessor may reasonably designate; (b) Promptly upon request by Lessor, remove any markings on the Units which indicate Lessee has any interest in the Units and remark the Units in accordance with Lessor's instructions; (c) Permit Lessor to store such Units on such tracks at the risk of Lessee until such Units have been sold, leased or otherwise disposed of by the Lessor, provided, however, that Lessor shall not be entitled to store such Units on such tracks for more than ninety (90) days after the termination of this Lease provided, however, that in the event Lessor fails to remove the Units within such 90-day period, Lessee's rights, duties and obligations in connection with the storage such Units, including any assumption of risk while the Units remain in Lessee's possession beyond the 90-day period shall cease; and (d) Transport the Units to any place on the lines of any railroad operated by Lessee or any of its affiliates or to any connecting carrier for shipment, all as directed by Lessor. The assembly, delivery, storage and transporting of the Units as hereinbefore provided shall be at the expense and risk of Lessee and are of the essence of this Lease, and upon application to any court of equity having jurisdiction in the matter, Lessor shall be entitled to a decree against Lessee requiring specific performance of the covenants of Lessee so to assemble, deliver, store and transport the Units. During any storage period, Lessee will permit Lessor or any person designated by it, including the authorized representative or representatives of any prospective purchaser of the Units or any Unit, to inspect the same.

16. **Notices.** Any notice required or permitted to be given by either party hereto to the other shall be in writing and shall be deemed given when actually received or five (5) days after deposited in United States Certified or Registered Mail, Return Receipt Requested, postage prepaid, addressed as follows:

**TO LESSOR:** The David J. Joseph Company  
300 Pike Street  
Cincinnati, Ohio 45202  
Attention: Douglas F. McMillan

**TO LESSEE:** Union Pacific Railroad  
1416 Dodge Street  
Omaha, Nebraska 68179  
Attention: Larry Anderson

or at such other place as the parties hereto may from time to time designate by notice, each to the other.

**17. Miscellaneous Provisions.**

(a) This Lease exclusively and completely states the rights of the Lessor and the Lessee with respect to the Units and supersedes all other agreements, oral or written, with respect to the Units. This lease may be amended or supplemented, whether through addition of any schedule and/or rider or otherwise only by the written consent of both parties.

(b) This Lease may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument.

(c) The terms of this Lease and all rights and obligations hereunder shall be governed by the laws of the State of Ohio. The invalidity or unenforceability of any particular provision of this Lease shall not affect the remaining provisions hereof.

(d) No recourse shall be had in any respect of any obligation due under this Lease, or referred to herein, against any incorporator, stockholder, director or officer (past, present or future) of the Lessor.

(e) Lessee may not, by operation of law or otherwise, assign, transfer, pledge, hypothecate or otherwise dispose of this Lease or any interest herein, or sublet any of the Units, without Lessor's prior written consent. This Lease is freely assignable by Lessor, and upon delivery to Lessee of notice of any assignment, the term "Lessor" as used herein shall refer to such assignee, and The David J. Joseph Company shall thereafter be relieved of all of its liabilities and obligations under this Lease.

(f) Nothing contained herein shall give or convey to Lessee any right, title or interest in and to the Units leased hereunder except as a lessee thereof, and the Units are and shall at all times be and remain the sole and exclusive property of Lessor.

(g) Any cancellation or termination of this Lease by Lessor, pursuant to the terms and provisions hereof, or any schedule, supplement, rider or amendment hereto, or any termination of the Term by lapse of time, shall not release Lessee from any then outstanding obligations and/or duties to Lessor hereunder.

(h) Time is of the essence of this Lease.

(i) Notwithstanding anything contained in this Lease to the contrary, Lessor shall not be liable for its failure to perform any obligations of Lessor herein contained by reason of labor disturbances (including strikes and lockouts), war, riots or civil commotion, acts of God, fires, floods, explosions, storms, accidents, governmental regulations or interference, or any cause whatsoever beyond Lessor's reasonable control.

(j) It is expressly understood and agreed by the parties hereto that this instrument constitutes a lease of the Units only, and that no joint venture or partnership is being created.

(k) To the extent there exists any conflict between the terms and provisions of this Lease and the terms and provisions of the Interchange Rules or the Codes of Car Hire and Car Service Rules of the Association of American Railroads, this Lease shall control.

(l) Lessee shall not use the Units, or any Unit, for the storage or hauling of any corrosive, hazardous, toxic or radioactive substance or materials.

(m) Lessee hereby authorizes Lessor, and agrees that Lessor shall be entitled, to access UMLER and receive all information thereon with respect to the Units, or the use and operation thereof, together with all other information as may be available from the Association of American Railroads, and Lessee agrees to execute such instruments or consents as may be necessary or required in order to carry out the intent of this paragraph (m).

IN WITNESS WHEREOF, the parties have caused this Lease to be executed as of the day and year first above written.

LESSOR:

Signed and acknowledged  
in the presence of:

[Signature]  
(As to Lessor)  
[Signature]  
(As to Lessor)

THE DAVID J. JOSEPH COMPANY

BY: [Signature]

NAME: DOUGLAS F. McMILLAN

TITLE: VICE PRESIDENT

LESSEE:

Signed and acknowledged  
in the presence of:

[Signature]  
(As to Lessee)  
[Signature]  
(As to Lessee)

UNION PACIFIC RAILROAD

BY: [Signature]

NAME: D. H. Rettinger

TITLE: AVP-PURCHASING

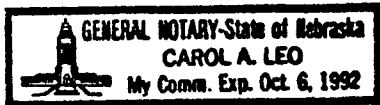
STATE OF OHIO            )  
                                  )   SS:  
COUNTY OF HAMILTON )

The foregoing instrument was acknowledged before me this 21<sup>ST</sup>  
day of September, 1990, by DOUGLAS F. McMILLAN the  
Vice President of The David J. Joseph Company, a Delaware  
corporation, on behalf of the corporation.

[Signature]  
Notary Public  
CAROLYN A. TRAINOR  
Notary Public, State of Ohio  
My Commission Expires March 8, 1993

STATE OF NEBRASKA     )  
                              )  
COUNTY OF DOUGLAS    )     SS:

The foregoing instrument was acknowledged before me this 17th  
day of September, 1990, by D. H. Rettinger, the AVP-Purchasing  
of Union Pacific RR, a Utah corporation, on behalf of  
the Union Pacific Railroad.



Carol A. Leo  
Notary Public

The instrument prepared by:

EXHIBIT A

DESCRIPTION OF UNITS

(74) 1977 Thrall built, 4,000 cubic foot rotary,  
coupled gondolas bearing reporting marks as follows:

<u>OLD NUMBER</u>	<u>NEW NUMBER</u>
LEF 4500 - 4505	CHTT 4500 - 4505
LEF 4507 - 4574	CHTT 4507 - 4574

EXHIBIT B

BASE RENTAL

██████████ per Unit per month, payable in advance, plus ██████████ per mile for all miles in excess of 90,000 per Unit miles in each 12 month period beginning on the first day of the month following Commencement Date. Lessee shall provide Lessor with monthly mileage reports on each Unit within 30 days of the end of each calendar month.



EXHIBIT C

POINTS OF TENDER

At the location of each Unit on the Commencement Date of lease.

EXHIBIT D

ACCEPTANCE CERTIFICATE

The undersigned, \_\_\_\_\_, the duly authorized representative of Union Pacific Railroad (the "Company"), hereby certifies to The David J. Joseph Company ("DJJ") that the 100 Ton Roller Bearing Gondola bearing the car number \_\_\_\_\_ (the "Car") is in all respects acceptable to the Company. This certificate is being delivered pursuant to Section 3 of that certain Lease Agreement dated \_\_\_\_\_ by and between the Company and DJJ.

IN WITNESS WHEREOF, the undersigned, being the \_\_\_\_\_ of the Company, does hereunto set his hand as of this day of \_\_\_\_\_ 1990, on behalf of the Company.

UNION PACIFIC RAILROAD

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

AVP-PURCHASING

EXHIBIT E

INSURANCE

September 7, 1990

1050.10

David Joseph Co.  
300 Pike Street  
Cincinnati, Ohio 45202


Attn: Larry Barton

This letter will certify that Union Pacific Railroad through major risk management programs with large self-insured retentions, is self-insured for losses that fall within these self-insured retentions for leased property, General Public Liability, and Property Damage with respect to its transportation operations anywhere in the United States.

In lieu of a Certificate of Insurance, please accept this letter as assurance to you the UPRR has the financial resources to respond to any liability arising from its contractual obligations.

If you need additional information or have any questions, please contact M. J. Sporcic on (402) 271-3769.

Yours truly,

R. W. Redick   
Manager - Insurance  
Room 908

CERTIFICATE OF NOTARY

The undersigned, a notary public in and for the County of Hamilton, State of Ohio, hereby certifies that the copy of the Bill of Sale attached hereto has been carefully compared with the original and is complete and identical in all respects to the original document.

Beth A. Panko  
Notary Public

BETH A. PANKO  
Notary Public, State of Ohio  
My Commission Expires Oct. 12, 1993